

**CONTRACT BETWEEN THE WYOMING DEPARTMENT OF HEALTH,  
PREVENTIVE HEALTH AND SAFETY DIVISION,  
WYOMING COLORECTAL CANCER EARLY DETECTION PROGRAM AND  
(PROVIDER, HOSPITAL, CLINIC, LABORATORY)**

1. **Parties.** The parties to this Contract are the Wyoming Department of Health, Preventive Health and Safety Division, Wyoming Colorectal Cancer Early Detection Program (WCCEDP) [Agency], whose address is 6101 Yellowstone Road, Suite 259A, Cheyenne, WY 82002 and Provider, Hospital, Clinic, Laboratory, Anesthesiologist, [Contractor], whose address is Street Address, State, Zip.
2. **Purpose of Contract.** The purpose of the Contract is to provide WCCEDP-covered colorectal cancer screening and diagnostic services to clients enrolled in the WCCEDP.
3. **Term of Contract and Required Approvals.** This Contract is effective when all parties have executed it and all required approvals have been granted, and shall continue in effect until such time as either party invokes termination by providing thirty (30) days written notice.

By law, contracts for professional or other services must be approved by the Attorney General and A&I Procurement, Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand five hundred dollars (\$1,500.00) must be approved by the Governor or his designee as well, Wyo. Stat. § 9-2-1016(b)(iv).

4. **Payment.** Payment will be made upon receipt of an original, correctly completed claim form and the required clinical documentation. Required documentation includes the operative report and (when applicable) the pathology report. No payment shall be made for services performed before the date upon which the last required signature is affixed to this Contract.
  - A. The contractor must accept as payment in full the current Medicaid allowable charge in effect on the date of the covered service as identified on the WCCEDP CPT code set. (The WCCEDP CPT code set is updated annually and is available on the Agency's website: <http://wdh.state.wy.us/phsd/ccp/index.html>). For circumstances where multiple biopsy/removal techniques are used during one colonoscopy, the program will pay 100% for the allowable Medicaid reimbursement amount for the service of the highest cost, then 50% of the allowable Medicaid reimbursement amount for the second service and 25% of the allowable Medicaid reimbursement amount for the third and sequential techniques.
    - i. The Contractor is prohibited from making additional charge(s) to the client, any member of the client's family, or other sources of supplementation for those services covered by the WCCEDP.
    - ii. The Contractor shall have the express right to bill clients enrolled in WCCEDP at one hundred percent (100%) for any services not covered by

Contract Between the Wyoming Department Of Health, Preventive Health and Safety Division,  
Wyoming Colorectal Cancer Early Detection Program and (TBD).

the WCCEDP.

- B.** The WCCEDP holds the right to recover any payment made under this Contract which is later determined to have been excessive or erroneous of that permitted.

The Contractor agrees to notify the WCCEDP in writing within 60 days after learning of any excessive and erroneous payments.

- 5. Responsibilities of Contractor.** Contractor services eligible for reimbursement are limited to colorectal cancer screening and diagnostic services identified on the WCCEDP CPT code set and in compliance with WCCEDP policies as described in the WCCEDP Healthcare Provider Manual (available on the aforementioned website). In addition, the Contractor agrees to:

- A.** Complete and submit the Provider Application (Attachment A.)
- B.** Submit copies of required licenses for physicians, nurse practitioners, and physician assistants, and laboratories (Clinical Laboratory Improvement Act [CLIA], comply with applicable licensing and certification standards as contained in Wyoming's statutes and regulations. The Contractor's participation in the WCCEDP is contingent upon the Contractor's maintaining the appropriate licensure and/or certification and such participation shall terminate immediately upon the termination of such licensure and/or certification.
- C.** Assume responsibility for all claims submitted to the WCCEDP on his/her behalf regardless of whether the claim is submitted by the Contractor's employee, subcontractor, vendor, or fiscal agent.
- D.** Submit bills to the WCCEDP in a timely manner:
  - i.** Submit an original, correctly completed claim form for all services provided to WCCEDP clients no later than three (3) months following date of service.
  - ii.** Submit all claims to the WCCEDP no later than thirty (30) days after the close of the fiscal year in which they occurred. The fiscal year extends from July 1<sup>st</sup> through June 30<sup>th</sup>.
  - iii.** The client cannot be held responsible for payment if the Contractor fails to submit the bill in a timely manner.
- E.** Submit requested data to the WCCEDP through copies of the colonoscopy operative report and pathology report (when pathology is done) for WCCEDP-enrolled clients who receive covered services from the Contractor. Contractor reimbursement is contingent on submission of these reports.

- F.** Inform the WCCEDP within thirty (30) days of any change in ownership, mailing address, professional group membership, pending disciplinary action, and licensure, certification, or registration status.
- G.** Participate in site visits conducted by the Agency for the purpose of providing colorectal cancer professional education and technical assistance (i.e. Contractor policies, billing and payment issues, eligibility and enrollment, rescreening, etc.).
- H.** Safeguard the use and disclosure of information concerning WCCEDP-enrolled clients in accordance with applicable Federal and State statutes and regulations, including current and future provisions, as in effect or amended, for the privacy and security of individually identified health information found in the regulations of the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

**6. Special Provisions.**

- A. Limitation of Payments.** The Agency's obligation to pay the Contractor for services rendered pursuant to this Contract is conditioned upon the availability of state or federal government funds which are allocated to pay the Contractor. If funds are not allocated and available for the Agency to pay the Contractor for these services, the Agency may terminate this Contract at the end of the period for which the funds are available.

The Agency shall notify Contractor at the earliest possible time if this Contract will or may be affected by a shortage of funds. No liability shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit the Agency to terminate this Contract to acquire similar services from another party.

- B. Limitations on Lobbying Activities.** In accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Contractor or its subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan. The Contractor and its subcontractors shall submit a certification statement and disclosure form acceptable to the Agency before commencement of the work.
- C. Monitor Activities.** The Agency shall have the right to monitor all Contract related activities of the Contractor and all subcontractors. This shall include, but not be limited to, the right to make site inspections at a mutually agreed upon time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Contractor personnel in every phase of performance of Contract related work.

- D. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.
- E. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, et seq., and the Age Discrimination Act of 1975. The Contractor shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Contract.
- F. Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research reports, signs, and similar public notices prepared by or for the Contractor, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.

## **7. General Provisions.**

- A. Amendments.** Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract. The Contractor understands that updates to the Healthcare Provider's Manual will be made by the WBCCEDP when necessitated by change in policy, rule, and/or statute. These changes and all other notices arising out of, or from, the provisions of this Contract shall be available on the WBCCEDP website. A notice of change will be mailed to the Contractor at least 30 days in advance of the effective date. A written copy of the change will be mailed to the Contractor upon request.
- B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming. The parties intend and agree that the State of Wyoming and the Agency do not waive sovereign immunity by entering into this Contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. §1-39-104(a) and all other state law.
- C. Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the Agency.
- D. Assumption of Risk.** The Contractor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Contractor's Contract Between the Wyoming Department Of Health, Preventive Health and Safety Division, Wyoming Colorectal Cancer Early Detection Program and (TBD).

failure to comply with state or federal requirements. The Agency shall notify the Contractor of any state or federal determination of noncompliance.

- E. Audit.** The Agency and any of its representatives shall have access to any books, documents, papers, and records of the Contractor which are pertinent to this Contract.
- F. Award of Related Contracts.** The Agency may undertake or award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.
- G. Certificate of Good Standing:** Contractor shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract. (This clause is not applicable to Contractor's who are self-employed.)
- H. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.
- I. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release.
- J. Entirety of Contract.** This Contract, consisting of nine (9) pages and Attachment A, represents the entire Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- K. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.), and any and all ethical standards governing Contractor's profession.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- M. Indemnification.** The Contractor shall indemnify, defend and hold harmless the State, the Agency, and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's malpractice.
- N. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the State of Wyoming for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency, or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.
- O. Kickbacks.** The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violates this warranty, the Agency may, at its discretion, terminate this Contract without liability to the Agency, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- P. Notices.** All notices arising out of, or from, the provisions of this contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, *facsimile*, *e-mail*, or delivery in person.
- Q. Notice and Approval of Proposed Sale or Transfer of the Contractor.** The Contractor shall provide the Agency with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notice provision of this Contract. If the Agency determines that the proposed merger, consolidation, sale or transfer of assets is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Agency may, at its option, terminate or renegotiate the Contract.

- R. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- S. Suspension and Debarment, Voluntary Exclusion-** By signing this Contract, Contractor certifies that it is not suspended, debarred, or voluntarily excluded from Federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded. Further, Contractor agrees to notify this agency by certified mail should Contractor or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Contract.
- T. Sovereign Immunity.** The State of Wyoming and the Agency do not waive sovereign immunity by entering into this Contract and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.
- U. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.
- V. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under the Contract may be withheld until such time as the Contractor performs its duties and responsibilities.
- W. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- X. Time is of the Essence.** Time is of the essence in all provisions of the Contract.
- Y. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

- Z. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

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8. **Signatures.** By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Contract, that they have the authority to sign it.

This Contract is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

The effective date of this Contract is the date of the signature last affixed to this page.

**AGENCY: WYOMING DEPARTMENT OF HEALTH**

\_\_\_\_\_  
Brent D. Sherard, M.D., M.P.H., Director and State Health Officer

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Ginny Mahoney, M.A., Chief of Staff

\_\_\_\_\_  
Date Signed

**DIVISION: PREVENTIVE HEALTH AND SAFETY DIVISION**

\_\_\_\_\_  
Linda Chasson, M.S., Administrator, Preventive Health and Safety Division

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Kimberly Rogers, Program Manager  
Wyoming Colorectal Cancer Early Detection Program

\_\_\_\_\_  
Date Signed

**CONTRACTOR**

\_\_\_\_\_  
Name, Credentials  
EIN

\_\_\_\_\_  
Date Signed

**ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

\_\_\_\_\_  
Cara Chambers, Assistant Attorney General

\_\_\_\_\_  
Date Signed